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THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

Between

THE TOWNSHIP OF FRANKLIN

And

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 154

Essex County

Effective: JANUARY 1, 1978

to

DECEMBER 31, 1979

Executed:

JANUARY
1, 1978
of Management and
Labor Relations

JAN 1 1978

RUTGERS UNIVERSITY

THIS AGREEMENT, dated the 8th day of June, 1978,
effective January 1, 1978, by and between the Policemen's Benevolent
Association; (PBA) Local #154 of Franklin Township (hereinafter referred
to as PBA), and the Township of Franklin in the County of Somerset.

The circumstances attending the execution of this agreement are:

- I. A. Pursuant to R. S. 34: 13A-1 et seq., known as the New Jersey Employer-Employee Relations Act, the Policemen's Benevolent Association, Local #154 of Franklin collectively bargained about the terms and conditions of employment regarding the employees in such bargaining unit.
- B. The parties have reached an agreement and said agreement has been evidenced by a vote of the membership of the bargaining unit and a Resolution duly passed by the Township Council of the Township of Franklin, Somerset County, New Jersey.
- C. The parties hereto have reached an agreement and desire as aforesaid to state their agreement in writing.

WHEREFORE, on this day of , 1978, the parties agree as follows:

- A. The parties hereto agree to the wage schedule attached hereto and made a part hereof as Annex A, to be effective as of January 1, 1978.
- B. The annual starting rate for a new patrolman will be not less than \$11,000.00, and said new patrolmen shall serve a probationary period, not to exceed one year and upon successful completion of the probationary period, said patrolmen shall be eligible for the wage designated for patrolmen at Step A.

- C. The wage table, which has been agreed upon by the parties hereto and attached as "Annex A" including scales for the respective positions in the department, each step starting with "A" and ending with "D" indicating the annual wage to which the employee would be entitled.
- D. All increments shall be based upon time of service and not made contingent upon any merit and/or evaluation system.

II. LONGEVITY

In addition to salaries and wages paid to police personnel, per Section I above, there shall be longevity payments provided according to the table herein below, which shall be effective each year following completion of each five years of continuous service so long as no permanent personnel policies shall have been established by the Township and agreed upon by the bargaining unit. According to this table, each employee shall receive longevity payments based upon the following scale:

- A. Five (5) years of service.....Two (2%) percent.
 - B. Ten (10) years of service.....Four (4%) percent.
 - C. Fifteen (15) years of service.....Five (5%) percent.
 - D. Twenty (20) years of service.....Six (6%) percent.
 - E. Twenty-Five (25) years of service...Eight (8%) percent.
1. The amount authorized in the above longevity schedule shall be in addition to the basic salary established in the Police Service Salary Schedule established above.
 2. Longevity payments in accordance with the above shall be included in the members' regularly scheduled compensation payments.
 3. The years of service herein shall be determined from the date the employee commences working for the Township.

III. OVERTIME

The Township agrees to compensate the members of the bargaining unit at a rate of one and one half times the regular rate of pay for all time incurred beyond the normal duty day, and in excess of normal work week number of forty (40) hours. The employee must be engaged in actual related police duties and not loitering about the office facilities. The amount shall be computed to the nearest quarter hour. The individual must work a minimum of thirty (30) minutes to be eligible for this compensation, and this paragraph will not apply to work that can be done by departmental clerical personnel, unless otherwise directed by the Chief of Police. The provisions of this Agreement shall govern notwithstanding that the Fair Labor Standards Act may permit the payment of straight time in excess of forty (40) hours.

IV. UNIFORM AND UNIFORM CLEANING ALLOWANCE

The Township and the bargaining unit agree that for the period of this contract, an annual clothing allowance and uniform cleaning allowance in the total amount of \$600.00, which shall be paid to the members of the bargaining unit as follows:

- \$300.00 to be paid on the first pay period in January of each year and a second payment of \$300.00 to be paid on the first pay period of September of each year.
- New Uniform issuance allotment shall be paid in the amount of \$500.00 for each new man. This schedule does not apply to other items of equipment which are supplied by the Township.

V. VACATION

The vacation policy for the bargaining unit as established and agreed to by the employer shall be as follows:

Upon completion of one (1) year.....Two (2) weeks.

Upon completion of five (5) years.....Three (3) weeks.

Upon completion of twelve (12) years.....Four (4) weeks.

Upon completion of twenty (20) years.....Five (5) weeks.

Upon completion of twenty-five (25) years.Six (6) weeks.

1. Vacation entitlement shall be accrued from the day the employee commences employment with the Township (including time accrued as a member of any other department of the Township of Franklin).
2. Changes in vacation entitlements in accordance with the schedule contained herein shall be effective: a) as of the date of the member's anniversary date if it falls prior to July 1st annually, and b) following January 1st annually for members whose anniversary date follows July 1st annually.
3. Vacation not taken by December 31 of any year shall lapse, except that unused vacation days may be added as sick leave days provided the total accumulated sick leave days and unused vacation days carried into the following year shall not exceed a total of one hundred twenty (120) days.

VI. SICK LEAVE

The existing policy on sick leave of earning one day per month for each month of service, with an accumulation up to one hundred twenty (120) days shall remain in effect during this agreement. Any employee accumulating one hundred twenty (120) days of sick leave shall receive two (2) working days vacation for each year that sick leave is not utilized, according to the existing agreement.

- A. Individual sick days shall not be used to cover time lost due to on the job injuries provided that the member provides evidence from a physician assigned by the insurance carrier and agreed upon by the Manager.

- B. The use of individual sick days for illnesses or accidents beyond the minimum and in lieu of commencing disability income protection coverage, shall be at the option of the member.
- C. Disability income program payments to be financed through equitable shares by the employer and the employee on a payroll deduction basis during the term of this contract.

VII. PERSONAL LEAVE

In addition to the normal vacation schedule contained above, each member of the bargaining unit shall be entitled to three (3) days of personal leave per year.

- A. Personal leave may be used for, but not necessarily limited to, concluding real estate transactions, family affairs, illness of a member of immediate family (including grandmothers and grandfathers and those relatives residing in the same household), out of town family business trips (non-funeral), meetings not related to job or professional duties, medical appointments and funerals not covered under funeral leave.
- B. Personal leave shall not be taken in conjunction with normal vacation schedules.
- C. Personal leave is not cumulative.
- D. Requests for personal leave shall be submitted to and approved by the Department Head or his designated representative at least three (3) days in advance, except in unusual circumstances.

VIII. STAND-BY PAY

Each member of the bargaining unit who is notified that he has been placed on stand-by duty, during his off-duty hours, shall be entitled to three (3) hours pay at the rate of time and one half for each twenty-four (24) hour period or any part thereof, with payment to be made for at least three (3) hours if he is called into police headquarters (that is, he shall be paid for any three (3) hours of any twenty-four (24) hour period or part thereof). Officers placed on stand-by must be notified when they are released by the shift commander.

IX. TUITION BENEFITS

An employee pursuing either an Associate Degree or a Bachelors Degree in the fields of Criminology, or Police Science, Police Administration, Criminal Justice, or Public Administration shall be reimbursed not in excess of twenty-five (\$25.00) dollars per semester for books and tuition costs not in excess of the amount of eighteen (\$18.00) dollars per credit, upon the successful completion of each college semester.

Successful completion shall mean the attainment of a "C" grade or better during a course of study in the aforementioned fields.

A prerequisite for reimbursement of other courses of study is that, it be approved by the Municipal Manager before the employee shall be eligible for same.

X. CONDUCTING ASSOCIATION BUSINESS

Section 1. The Employer shall grant time off without loss of pay to the Legislative State Delegate of the New Jersey State P.B.A. or his designee, to conduct Association business on the state or local level and to attend monthly State, County Conference and schedule Tri-County Conference meetings which require their attendance.

If regular scheduled tours of duty are on a day of a meeting, then he shall be excused for that day's tour of duty or if regular scheduled tour of duty hours are between the hours of 11:00 P.M. to 7:00 A.M. the day after the meeting, then at his option, be entitled to his choice of day off.

XI. GRIEVANCE PROCEDURE

1. Definition. -- A grievance, within the meaning of this agreement, shall mean a difference of opinion or dispute arising between the employer and the PBA or between the employer and an employee concerning rates of pay, wages, hours of employment, or concerning the interpretation or application of this agreement and condition of employment.
2. Purpose. -- The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time.
3. Procedure. -- Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.
 - A. Any party in interest may be represented at all stages of this grievance procedure by himself or any representative of his choosing. When an employee is not represented by the PBA, the PBA shall have the right to be present and to state its view at all stages of the grievance procedure by reason of such participation.
 - B. The following procedure may be initiated by either party and shall be followed:
 1. Level One. -- The Employee and the chairman of the PBA Grievance Committee or the employee individually shall meet with the Chief of Police. In the event the grievance is not settled at Level One or if no decision is delivered by the Chief of Police within seven (7) working days, both parties shall complete and sign the proper form and forward it for action at the next step in the procedure.

2. Level Two. -- The PBA President or his designated representative and the PBA Grievance Committee Chairman, along with the employee, or the employee individually, shall meet with the Township Manager to discuss the grievance within seven (7) working days.
3. Level Three. -- If either party shall elect to submit a grievance to arbitration, it shall give notice to the other party of its intention to arbitrate, which notice shall contain a statement specifying the grievance.

For the purpose of this agreement, both parties agree that the American Arbitration Association shall be the agency used to arbitrate all grievances. The American Arbitration Association shall designate an arbitrator, and the arbitrator shall set a hearing as expeditiously as possible after the matter has been referred to him. The decision of the arbitrator shall be final and binding upon both parties.

All expenses of arbitration shall be shared equally by the Township and the PBA.

C. Miscellaneous:

1. If, in the judgment of the PBA Grievance Committee, a grievance affects a group of employees, the Committee may submit such grievance in writing to the Manager directly and the processing of such grievance shall commence at Level Two.
2. Decisions rendered at any level of the grievance procedure shall be in writing, setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and the Chairman of the PBA Grievance Committee.

3. Forms for filing grievance and notices of hearings shall be prepared jointly by the PBA and the Township Manager and given appropriate distribution.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.
5. The right of any employee to invoke arbitration shall be dependent upon a majority vote of the PBA.

XII. SEVERABILITY CLAUSE

In the event that any provision of this agreement shall at any time be declared invalid by any Legislative Act or any Court of Competent Jurisdiction, such decision shall not invalidate the entire agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

XIII. HOSPITALIZATION

Per the 1970 contract, the Township agrees to continue the cost of employee's and employee's dependent's hospitalization.

XIV. HOLIDAYS

The holidays authorized by Ordinance as of December 31, 1970, shall remain in effect, except that an additional holiday has been authorized by the Township Council for Dr. Martin Luther King's Birthday (January 15th).

- A. Any holidays for non-police personnel in addition to those contained herein, shall also accrue to members of the bargaining unit.

XV. FUNERAL BENEFITS

Members of the bargaining unit shall receive three (3) days for immediate family (including grandmother, grandfather, and those relatives residing in the same household) and five (5) days for spouse and child as per personnel ordinance.

XVI. EXPENSES

The employer shall reimburse members of the bargaining unit for meals and mileage expense incurred on official duty by monthly voucher; when a police or other official vehicle is unavailable, at a rate of fourteen (14) cents per mile and four (\$4.00) dollars per meal.

XVII. TERM OF CONTRACT

This contract shall be in full force and effect retroactively to January 1, 1978, for the period ending December 31, 1979.

The PBA shall, at least forty (40) days prior to the expiration of this contract, which shall be in November, 1979, submit in writing its intention to open negotiations and shall include as part of said notice a list of all items which it intends to negotiate subject to any determination during the interim period which shall be between the date of ratification of this contract and expiration date of same any changes mutually agreed to by the parties hereto.

TOWNSHIP OF FRANKLIN

BY: Mary J. Culver

ATTEST:

Mary J. Culver

POLICEMEN'S BENEVOLENT ASSOCIATION
FRANKLIN TOWNSHIP LOCAL #154

BY: John A. Casale

ATTEST:

John A. Casale

ANNEX A

PAY SCHEDULES
1978-1979

PROBATION: \$11,000.00

PATROLMEN'S SALARY SCALE

	A	B	C	D
1978	\$12,530	\$13,853	\$15,176	\$16,500
1979	\$12,530	\$14,178	\$15,844	\$17,500

Officers in Pay Grade A and B, 1977 scale, will advance to Pay Grade B, 1978 scale, effective January 1, 1978 and then to Step C, 1978 scale on July, 1978. On January 1, 1979, the same officers will advance to Step C, 1979 and then to Step D, 1979 scale on July 1, 1979.

Officers in Pay Grade D, 1977 scale will advance to Pay Grade C, 1978 scale, effective January 1, 1978 and then to Step D, 1978 scale, effective July 1, 1978. These officers will advance to Step D, 1979 scale, effective July 1, 1979.

Officers in Pay Grade F, 1977 scale will advance to Step D, 1978 scale, effective January 1, 1978 and Step D, 1979 scale, effective July 1, 1979.

Detectives and Acting Detectives shall be compensated at the rate of \$300.00 over the base pay of an equal ranked uniform officer at the equivalent step.

ANNEX A-Continued

SUPERIOR OFFICERS

	Sergeant	Lieutenant	Captain
1978	\$17,250	\$18,250	\$19,250
1979	\$18,000	\$19,000	\$20,000
